



*Embassy of the United States of America*

*Manila, Philippines*

June 25, 2013

To: Prospective Quoters


**Subject: RFQ No. SRP380-13-Q-0058, Sewing and Installation of Draperies and Related Services for U.S. Embassy Manila**

Enclosed is a Request for Quotation (RFQ) for the **Sewing and Installation of Draperies and Related Services for U.S. Embassy Manila**. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by **July 9, 2013, no later than 4:00 p.m.**

Sincerely,



**Nenita V. Whitaker**  
Contracting Officer

Encl: RFP No. SRP380-13-Q-0058

Cleared: CSMecabalo <sup>asm</sup>  
Drafter: JSAcuzar

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS****OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**1. REQUISITION NUMBER  
2425867PAGE 1 OF  
41

2. CONTRACT NO.

3. AWARD/EFFECTIVE  
DATE (mm-dd-yyyy)

4. ORDER NUMBER

5. SOLICITATION NUMBER

SRP380-13-Q-0058

6. SOLICITATION ISSUE  
DATE (mm-dd-yyyy)  
06-25-20137. FOR SOLICITATION  
INFORMATION CALL:

a. NAME

Jewel S. Acuzar / Belle S. Mecabalo

b. TELEPHONE NUMBER (No collect  
calls)8. OFFER DUE DATE/  
LOCAL TIME  
07/9/13 nlt 4PM9. ISSUED BY  
GSO/C&P

CODE

American Embassy Manila  
Seafront Compound  
Roxas Boulevard  
Pasay City

CSM

NW

10. THIS ACQUISITION IS

☐ UNRESTRICTED OR☐ SET ASIDE: % FOR☐ SMALL BUSINESS ☐ EMERGING SMALL  
BUSINESS☐ HUBZONE SMALL  
BUSINESS☐ SERVICE-DISABLED VETERAN- ☐ 8(A)  
OWNED SMALL BUSINESS

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB  
DESTINATION UNLESS  
BLOCK IS MARKED

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A  
RATED ORDER  
UNDER DPAS (15 CFR  
700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ ☐ IFB ☐ RFP☐ SEE SCHEDULE

15. DELIVERY TO

CODE

16. ADMINISTERED BY  
See DOSAR 652.242-70

CODE

17a. CONTRACTOR/  
OFFEROR

CODE

FACILITY  
CODE

18a. PAYMENT WILL BE MADE BY

CODE

Financial Management Center (FMC)  
American Embassy Manila  
1201 Roxas Boulevard, Ermita  
Manila

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  
OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK  
BELOW IS CHECKED☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide all materials (except Government-furnished materials specified under Section I, Subsection II), labor, equipment, tools of trade, supervision and transportation necessary in SEWING and INSTALLATION (continued)  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND  
AND RETURN 1 COPIES TO ISSUING OFFICE.  
CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET  
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL  
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
HEREIN.☐ 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER  
DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5),  
(mm-dd-yyyy)  
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH  
HEREIN, AS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED  
(mm-dd-yyyy)

31b. NAME OF CONTRACTING OFFICER (Type or Print)

31c. DATE SIGNED  
(mm-dd-yyyy)

NENITA V. WHITAKER

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLESTANDARD FORM 1449 (REV. 3/2005)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>OF DRAPERIES &amp; RELATED SERVICES</p> <p>for U.S. Embassy Manila, in accordance</p> <p>with the attached Terms and Conditions.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED   ☐ INSPECTED   ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE (mm-dd-yyyy)	32d. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT ( <i>Location</i> )		
		42c. DATE REC'D ( <i>mm-dd-yyyy</i> )		42d. TOTAL CONTAINERS



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**SECTION 1 - THE SCHEDULE**  
CONTINUATION TO SF-1449  
RFQ NUMBER SRP380-13-Q-0058  
PRICES, BLOCK 23

**I. SCOPE OF SERVICES**

- A. The Contractor shall provide all materials (except as specified), labor, equipment, tools of trade, supervision and transportation necessary in performing Sewing and Installation of Draperies & Related Services for U.S. Embassy Manila, in accordance with Attachment 1, Description/ Specifications/ Work Statement.
- B. The contract type will be an indefinite-quantity indefinite-delivery type of contract under which firm fixed price delivery orders may be placed. Delivery orders can be issued using the Goods and Supplies or Services Request Form, copy provided as Exhibit A.
- C. The quantities of supplies and services specified in this schedule are estimates only and are not guaranteed by this contract. The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in this Schedule. The Government may issue orders requiring performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued/ ordered.
- D. The prices listed below shall include all direct and indirect costs, including overhead and profit. The prices shall include all expenses and materials/ supplies required to complete the work stated under Section I.A.
- E. All prices are in Philippine currency.

**II. PRICING AND SCHEDULE**

**A. BASE YEAR PRICES**

**(1) Cost of Labor for the Sewing and Installation of Draperies and Related Services**

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	With lining (includes stiffeners and pinhooks)	1,200 panels	₱ /panel	₱
002	Without lining (includes stiffeners and pinhooks)	2,400 panels	₱ /panel	₱
003	Installation of new traverse rod/ I-beams (to be supplied by the	200 rods	₱ /rod	₱

	Government)			
004	Changing of traverse and rod cords	100 rods	₱ /rod	₱
005	Repair and re-installation of rod	100 rods	₱ /rod	₱
006	Installation/ changing of cord extension pulleys or cord pulls (balls) (to be supplied by the Government)	50 rods	₱ /rod	₱
	Subtotal --			₱

(2) Cost of Labor for the Repair of Draperies, excluding installation

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	Re-hemming with lining	100 panels	₱ /panel	₱
002	Cutting and re-hemming with lining	50 panels	₱ /panel	₱
003	Re-hemming without lining	150 panels	₱ /panel	₱
004	Cutting and re-hemming without lining	80 panels	₱ /panel	₱
005	Ironing of drapes with or without lining	500 panels	₱ /panel	₱
006	Adjustment of pleats	30 panels	₱ /panel	₱
007	Changing of cords (cords to be supplied by the Government)	30 panels	₱ /panel	₱
008	Labor for adjustment of pleats of drapes including supply and change of stiffener with or without lining	50 panels	₱ /panel	₱
	Subtotal --			₱

NOTE: The Government shall provide the following materials: fabric, lining, traverse rods and I-beam rods.

(3) Total Base Year Prices (A.1 + A.2) -- ₱\_\_\_\_\_

## B. FIRST OPTION YEAR PRICES

### (1) Cost of Labor for the Sewing and Installation of Draperies and Related Services

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	With lining (includes stiffeners and pinhooks)	1,200 panels	₱ /panel	₱
002	Without lining (includes stiffeners and pinhooks)	2,400 panels	₱ /panel	₱
003	Installation of new traverse rod/ I-beams (to be supplied by the Government)	200 rods	₱ /rod	₱
004	Changing of traverse and rod cords	100 rods	₱ /rod	₱
005	Repair and re-installation of rod	100 rods	₱ /rod	₱
006	Installation/ changing of cord extension pulleys or cord pulls (balls) (to be supplied by the Government)	50 rods	₱ /rod	₱
	Subtotal --			₱

### (2) Cost of Labor for the Repair of Draperies, excluding installation

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	Re-hemming with lining	100 panels	₱ /panel	₱
002	Cutting and re-hemming with lining	50 panels	₱ /panel	₱
003	Re-hemming without lining	150 panels	₱ /panel	₱
004	Cutting and re-hemming without lining	80 panels	₱ /panel	₱
005	Ironing of drapes with or without lining	500 panels	₱ /panel	₱
006	Adjustment of pleats	30 panels	₱ /panel	₱
007	Changing of cords (cords to be supplied by the Government)	30 panels	₱ /panel	₱
008	Labor for adjustment of pleats of drapes including	50 panels	₱ /panel	₱



	supply and change of stiffener with or without lining			
	<b>Subtotal --</b>			<b>₱</b>

NOTE: The Government shall provide the following materials: fabric, lining, traverse rods and I-beam rods.

(3) Total First Option Year Prices (B.1 + B.2) -- ₱ \_\_\_\_\_

### C. SECOND OPTION YEAR PRICES

#### (1) Cost of Labor for the Sewing and Installation of Draperies and Related Services

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	With lining (includes stiffeners and pinhooks)	1,200 panels	₱ /panel	₱
002	Without lining (includes stiffeners and pinhooks)	2,400 panels	₱ /panel	₱
003	Installation of new traverse rod/ I-beams (to be supplied by the Government)	200 rods	₱ /rod	₱
004	Changing of traverse and rod cords	100 rods	₱ /rod	₱
005	Repair and re-installation of rod	100 rods	₱ /rod	₱
006	Installation/ changing of cord extension pulleys or cord pulls (balls) (to be supplied by the Government)	50 rods	₱ /rod	₱
	<b>Subtotal --</b>			<b>₱</b>

#### (2) Cost of Labor for the Repair of Draperies, excluding installation

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	Re-hemming with lining	100 panels	₱ /panel	₱
002	Cutting and re-hemming with lining	50 panels	₱ /panel	₱
003	Re-hemming without lining	150 panels	₱ /panel	₱
004	Cutting and re-hemming	80 panels	₱ /panel	₱

	without lining			
005	Ironing of drapes with or without lining	500 panels	₱ /panel	₱
006	Adjustment of pleats	30 panels	₱ /panel	₱
007	Changing of cords (cords to be supplied by the Government)	30 panels	₱ /panel	₱
008	Labor for adjustment of pleats of drapes including supply and change of stiffener with or without lining	50 panels	₱ /panel	₱
	<b>Subtotal --</b>			<b>₱</b>

NOTE: The Government shall provide the following materials: fabric, lining, traverse rods and I-beam rods.

(2) Total Second Option Year Prices (C.1 + C.2) -- ₱ \_\_\_\_\_

#### D. THIRD OPTION YEAR PRICES

##### (1) Cost of Labor for the Sewing and Installation of Draperies and Related Services

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	With lining (includes stiffeners and pinhooks)	1,200 panels	₱ /panel	₱
002	Without lining (includes stiffeners and pinhooks)	2,400 panels	₱ /panel	₱
003	Installation of new traverse rod/ I-beams (to be supplied by the Government)	200 rods	₱ /rod	₱
004	Changing of traverse and rod cords	100 rods	₱ /rod	₱
005	Repair and re-installation of rod	100 rods	₱ /rod	₱
006	Installation/ changing of cord extension pulleys or cord pulls (balls) (to be supplied by the Government)	50 rods	₱ /rod	₱
	<b>Subtotal --</b>			<b>₱</b>

(2) Cost of Labor for the Repair of Draperies, excluding installation

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	Re-hemming with lining	100 panels	₱ /panel	₱
002	Cutting and re-hemming with lining	50 panels	₱ /panel	₱
003	Re-hemming without lining	150 panels	₱ /panel	₱
004	Cutting and re-hemming without lining	80 panels	₱ /panel	₱
005	Ironing of drapes with or without lining	500 panels	₱ /panel	₱
006	Adjustment of pleats	30 panels	₱ /panel	₱
007	Changing of cords (cords to be supplied by the Government)	30 panels	₱ /panel	₱
008	Labor for adjustment of pleats of drapes including supply and change of stiffener with or without lining	50 panels	₱ /panel	₱
	Subtotal --			₱

NOTE: The Government shall provide the following materials: fabric, lining, traverse rods and I-beam rods.

(3) Total Third Option Year Prices (D.1 + D.2) -- ₱ \_\_\_\_\_

E. FOURTH OPTION YEAR PRICES

(1) Cost of Labor for the Sewing and Installation of Draperies and Related Services

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	With lining (includes stiffeners and pinhooks)	1,200 panels	₱ /panel	₱
002	Without lining (includes stiffeners and pinhooks)	2,400 panels	₱ /panel	₱
003	Installation of new traverse rod/ I-beams (to be supplied by the	200 rods	₱ /rod	₱



	Government)			
004	Changing of traverse and rod cords	100 rods	₱ /rod	₱
005	Repair and re-installation of rod	100 rods	₱ /rod	₱
006	Installation/ changing of cord extension pulleys or cord pulls (balls) (to be supplied by the Government)	50 rods	₱ /rod	₱
	<b>Subtotal --</b>			<b>₱</b>

(2) **Cost of Labor for the Repair of Draperies, excluding installation**

	Description of Services	Estimated Quantity *	Unit Price	Estimated Total Price
001	Re-hemming with lining	100 panels	₱ /panel	₱
002	Cutting and re-hemming with lining	50 panels	₱ /panel	₱
003	Re-hemming without lining	150 panels	₱ /panel	₱
004	Cutting and re-hemming without lining	80 panels	₱ /panel	₱
005	Ironing of drapes with or without lining	500 panels	₱ /panel	₱
006	Adjustment of pleats	30 panels	₱ /panel	₱
007	Changing of cords (cords to be supplied by the Government)	30 panels	₱ /panel	₱
008	Labor for adjustment of pleats of drapes including supply and change of stiffener with or without lining	50 panels	₱ /panel	₱
	<b>Subtotal --</b>			<b>₱</b>

NOTE: The Government shall provide the following materials: fabric, lining, traverse rods and I-beam rods.

(3) **Total Fourth Option Year Prices (E.1 + E.2) --** ₱ \_\_\_\_\_

**F. GRAND TOTAL PRICES**

TOTAL BASE YEAR PRICE--	₱ _____
TOTAL FIRST OPTION YEAR PRICE--	₱ _____
TOTAL SECOND OPTION YEAR PRICE--	₱ _____
TOTAL THIRD OPTION YEAR PRICE--	₱ _____
TOTAL FOURTH OPTION YEAR PRICE--	₱ _____

GRAND TOTAL --                      ₱ \_\_\_\_\_

\* This estimated amount is based on total estimated Government requirements. If more than one award is made, the estimated amount of work awarded under task order(s) to any single contractor will be less.

**III. MINIMUM AND MAXIMUM AMOUNTS**

During each contract period, the Government shall place orders totaling a minimum of ₱ 5,000.00. This reflects the contract minimum for each period of performance. The amount of all orders shall not exceed the total estimated amount under Section A.3, B.3, C.3, D.3, E.3, which shall be completed upon award of the contract. This is the maximum for each period of performance.

**IV. PROVISION ON VALUE ADDED TAX (V.A.T.)**

The U.S. Government is exempt from payment of taxes as a qualifying entity under Section 3(b)(3) of Revenue Regulations No. 6-97 dated January 2, 1997. In accordance with this regulation, all sales made by Contractors or supplies to the U.S. Government are subject to zero (0%) rate and are, therefore, not subject to the value added tax.

**V. INVOICES AND PAYMENT**

Invoices shall be submitted monthly supported by a consolidated listing of task orders covered by the invoice.

## **ATTACHMENT 1**

### **DESCRIPTION/ SPECIFICATIONS/ WORK STATEMENT CONTINUATION TO SF-1449, RFQ NUMBER SRP380-13-Q-0058 SCHEDULE OF SUPPLIES/ SERVICES, BLOCK 11**

The Contractor shall provide all materials (except Government-furnished materials specified under Section 1, subsection II), labor, equipment, tools of trade, supervision and transportation necessary in sewing and installation of draperies & related services for U.S. Embassy Manila, in accordance with terms and conditions of this contract.

#### **I. WORK REQUIREMENTS**

- a. The Contractor shall be responsible for measuring the area at the job site requiring draperies.
- b. New installation shall always include traverse rods and I-beam rods. The length of pulley cords (with balls) to be installed shall be determined based on window size. The traverse rods shall either be ceiling or wall mounted. Draperies will not be installed on existing landlord rods. The Contractor shall provide all tools necessary for cutting and installation of traverse rods.
- c. Draperies shall be made pinched-pleated and ironed at the job site before installation. The Contractor shall provide the iron and ironing board. After installation, using a steam iron, the drapes should be steamed and ironed to prevent puffiness.
- d. Only drapes will be lined. The lining should be attached (sewn) only at the top (pleated area) to accommodate dry-cleaning adjustment or possible shrinkage. If blackout lining is specified, the blackout lining will be mounted on a separate curtain rod using grommets hooked to the rod. If there is no space for a separate traverse rod, the blackout lining shall be attached to the drapery hook for easy removal prior to drapery dry-cleaning. Blackout lining will not be pinched-pleated.
- e. The drapery length will be in accordance with the window size or as specified by the Contracting Officer's Representative (COR). If the draperies cover the window only, they will be 5" below the windowsill, provided there is no obstruction. If the draperies are floor length, they will be 2" above the floor.
- f. Repair of drapes shall include, re-hemming and adjustment of pleats, to include replacement of stiffener.
- g. Retrofitting of draperies shall include measuring, cutting, seaming, hemming, ironing and installation.



h. Repair and adjustment of traverse and I-beam rods includes changing of cords, application of cup hooks, bells and pulleys.

i. The Contractor shall properly dispose of all work-related debris before leaving the work site. Hand prints shall be removed from all newly cleaned or painted walls.

## **II. LOCATION**

All services to be performed under this contract shall be within Metro Manila and shall cover the entire area in and around Metro Manila inclusive of cities and municipalities, such as, Makati City, Pasay City, Ermita area and Taguig City, where Government-owned and leased residences are currently located. The estimated number of residences is two hundred nine (209).

## **III. PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from the date of contract award and continuing for 12 months, with four (4) one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

## **IV. ORDERING OFFICIAL**

In accordance with FAR 52.216-18 ORDERING (OCT 1995), the designated individual for this contract is the Contracting Officer.

## **V. QUALITY ASSURANCE PLAN (QAP)**

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all services set forth in the performance work statement (PWS)	Attachment 1	All required services are performed and no more than one (1) customer complaint is received per month

1. SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
2. STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.
3. PROCEDURES
  - a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
  - b) The COR will complete appropriate documentation to record the complaint.
  - c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
  - d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
  - e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
  - f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
  - g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
  - h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.



## SECTION 2 - CONTRACT CLAUSES

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012), is incorporated by reference.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

### ADDENDUM TO 52.212-4 None

#### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)



— (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

— (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

— (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

— (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

— (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

— (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

— (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

— (11) [Reserved]

— (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

— (ii) Alternate I (Nov 2011).

— (iii) Alternate II (Nov 2011).

— (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

— (ii) Alternate I (Oct 1995) of 52.219-7.

— (iii) Alternate II (Mar 2004) of 52.219-7.

- \_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- \_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- \_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

- \_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (DEC 2007) of 52.223-16.



✓ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

— (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

— (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

— (ii) Alternate I (Mar 2012) of 52.225-3.

— (iii) Alternate II (Mar 2012) of 52.225-3.

— (iv) Alternate III (Nov 2012) of 52.225-3.

— (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

✓ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

— (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

✓ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

✓ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).



— (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.



- (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
\_\_\_Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:  
<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

The following FAR clauses are provided in full text:

**52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.



(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than ***₱1,000.00***, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of ***₱20,000.00***

(2) Any order for a combination of items in excess of ***₱20,000.00***; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."



(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *five (5) years*.

#### **52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)  
(AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and *three (3) copies* to the office identified in Block 18b of the SF-1449. To constitute a proper



invoice, the invoice shall include all the items required by FAR 32.905(e).

Financial Management Center (FMC)  
1201 Roxas Boulevard  
Ermita, Manila

Payment will be based on a receipt of a proper invoice and satisfactory contract performance. A proper invoice must include the following items:

- (1) Name and address of the contractor;
  - (2) Invoice date and invoice number;
  - (3) Contract number and other authorization for services performed;
  - (4) Description, quantity, unit of measure, unit price, and extended price of services performed;
  - (5) Payment terms including discounts;
  - (6) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
  - (7) Name, title, phone number, and mailing address of person to notify in the event of a defective invoice;
  - (8) Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures;
  - (9) Electronic Funds Transfer (EFT) banking information if required by agency procedures.
- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below

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**652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE  
LEAVE (APR 2004)**

- (a) The Department of State observes the following days as holidays:



New Year's Day (U.S./PHL)	January 1
Martin Luther King's Birthday (U.S.)	3 <sup>rd</sup> Monday of January
Washington's Birthday (U.S.)	3 <sup>rd</sup> Monday of February
Maundy Thursday (PHL)	Movable date
Good Friday (PHL)	Movable Date
Araw ng Kagitingan (PHL)	April 9
Labor Day (PHL)	May 1
Memorial Day (U.S.)	Last Monday of May
Independence Day (PHL)	June 12
Independence Day (U.S.)	July 4
National Heroes Day (PHL)	Last Sunday of August
Labor Day (U.S.)	1 <sup>st</sup> Monday of September
Columbus Day (U.S.)	2 <sup>nd</sup> Monday of October
All Saint's Day (PHL)	November 1
Veterans Day (U.S.)	November 11
Bonifacio Day (PHL)	November 30
Thanksgiving Day (U.S.)	4 <sup>th</sup> Thursday of November
Ramadan/Eidul Fitr (PHL)	Movable Date
Christmas Day (U.S./PHL)	December 25
Rizal Day (PHL)	December 30
Last Day of the Year (PHL)	December 31

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

#### **652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)**

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the *Property and Supply Officer*.

#### **652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)**

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.



### SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

#### ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. **VOLUME I – 2 copies** (original + 1 copy) A completed solicitation, in which the SF-1449 cover page (blocks 12,17,19-24 and 30 as appropriate), Section 1.II (Pricing and Schedule) and Section 5 (Representations and Certifications) have been filled out;

A.2. **VOLUME II – 4 copies** (original + 3 copies) Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name and resume of the Project Manager or other liaison to the Embassy who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing. The Government reserves the right to inspect the Contractor's facility to determine technical acceptability;

(3) List of clients for the past (3) years, demonstrating prior experience with relevant past performance information and references to include:

(a) Customer's name, address, current telephone and fax numbers of customer's lead contact and technical personnel;

(b) Contract number and type;

(c) Date of contract award, places of performance, completion date and peso value;

(d) Brief description of work including responsibilities;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work to include but not limited to:

(a) Financial statements describing financial condition and capability, including the audited balance sheet, income statement and cash flow statement for the past three (3) years;

(b) Certification of credit lines with banks/ financial institutions, suppliers, etc;



(c) List of company-owned tools and equipment providing full description, quantity and condition;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

**ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.214-34	Submission of Offers in the English Language (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012)

**THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:**

**652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)**

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact

the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, *Mr. Robert Riley*, at (632)301-2000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.



## SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

### ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).



## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 Offeror Representations and Certifications—Commercial Items (DEC 2012).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Reserved*

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) – (d) *Reserved*

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g)

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and



(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).



(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☒ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the



available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:



o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and